



Report to the Auburn City Council

Action Item

Agenda Item No. 8

City Manager Approval

To: Mayor and City Council Members

From: Jack Warren, Director of Public Works/City Engineer
Bernie Schroeder, Engineering Division Manager

Date: April 13, 2009

Subject: WWTP Groundwater Monitoring – Professional Service Agreement BSK Associates

The Issue

Shall the City approve a contract with BSK Associates for two years for groundwater monitoring at the Wastewater Treatment Plant?

Conclusions and Recommendation

Staff recommends that City Council by **RESOLUTION** authorize the Director of Public Works to execute a contract with BSK Associates to perform groundwater monitoring at the Wastewater Treatment Plant.

Background

The Central Valley Regional Water Resources Control Board (Regional Board) requires quarterly groundwater monitoring at the Wastewater Treatment Plant per the City's waste discharge permit. The groundwater is analyzed for several parameters. In addition to the quarterly monitoring reports, the waste discharge permit requires a study to characterize and analyze the background quality of the monitoring well upstream from the ponds. The background study will be forwarded onto the Regional Board once completed.

BSK Associates has successfully performed the groundwater monitoring to date and City staff feels they are qualified and familiar with the WWTP to continue these service.

Alternatives Available to Council; Implications of Alternatives

1. Authorize the consultant agreement.
2. Take no action.

Fiscal Impact

The 2008/09 Budget included funding for the groundwater monitoring in the Sewer Budget. The proposal from BSK Associates totals \$61,948 for two years of groundwater monitoring. Approximately \$12,311 will be expended in 2008/09.

Attachments: Professional Service Agreement – BSK Associates

PROFESSIONAL SERVICES AGREEMENT
(City of Auburn /BSK Associates.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Auburn a California municipal corporation ("City") and **BSK Associates** a *California, Corporation* ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *Quarterly Groundwater Monitoring & Reporting and Characterization Study of Groundwater for the Wastewater Treatment Plant.*
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's *March 24, 2009* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's *March 24, 2009* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": April 14, 2009.
- 3.4 "Expiration Date": April 14, 2011.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Sixty One Thousand Nine Hundred Forty Eight Dollars (\$61,948) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Jeffrey Yeazell and/or Katherine Lockhart** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
 - 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

City of Auburn
1225 Lincoln Way
Auburn CA 95603
Telephone: (530) 823-4211 x____
Facsimile: (530) 823-4216

If to Consultant:

BSK Associates
3140 Gold Camp Drive, Suite
160
Rancho Cordova, CA 95670
Telephone: (916) 853-9293
Facsimile: (916) 853-9297

With courtesy copy to:

Michael G. Colantuono, Esq.
Auburn City Attorney
Colantuono, Levin & Rozell, APC
11406 Pleasant Valley Road
Penn Valley, CA 95946-9024
Telephone: (530) 432-7359
Facsimile: (530) 432-7356

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or

condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Placer County, California and Consultant hereby consents to jurisdiction in Placer County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written

agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Auburn

"Consultant"
BSK Associates

By _____

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Attest:

By _____
Deputy City Clerk

Date: _____

Approved as to Form:

By _____
City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

EXHIBIT A

SCOPE OF SERVICES

2009-2010 Quarterly Groundwater Monitoring and Reporting and Characterization of Background Water Quality City Of Auburn Wastewater Treatment Plant Auburn, California

Task 1 – Quarterly Groundwater Monitoring and Reporting

For each quarter in 2009 and 2010 (eight quarters total), BSK will perform the following scope of services:

The BSK project manager will schedule the field activities each quarter to ensure enough time is allowed for groundwater samples to be collected and analyzed in accordance with the MRP. BSK will coordinate the proposed schedule with the Wastewater Treatment Plant Manager.

Once on site, as requested, the BSK sampling technician will check in with the Wastewater Treatment Plant Manager or designee. The following tasks will be performed by the technician:

- Each well will be opened and allowed to equilibrate to atmospheric pressure for approximately 30 minutes.
- Depth to groundwater in each monitoring well will be measured using a conductivity based water level indicator meter and logged on a field form.
- Prior to sampling, the monitoring wells will be purged of at least approximately three casing volumes. The purge water will be discharged to the land surface in a location and manner that will not allow the run-off to enter the well.
- The appropriate sample bottles will be labeled, filled and stored in an ice chest. The samples will be logged on a chain of custody and transported to BSK's laboratory.

All non-disposable field equipment will be washed with a non-phosphate detergent solution and thoroughly rinsed with distilled water before and after each well is sampled. The samples will be collected using one-time use disposable bailers and analyzed for the list of constituents shown in Task 2 below.

Groundwater samples collected from the five monitoring wells will be sent to BSK's laboratory in Fresno, California under chain-of-custody control protocols. Groundwater samples will be analyzed by BSK's state-certified laboratory for the following parameters:

- Chemical Oxygen Demand (COD),
- Total Organic Carbon (TOC),
- Ammonia (NH₃) and Ammonia Ion (NH₄),
- Nitrate as N,
- Total Kjeldahl Nitrogen (TKN),
- Chloride,
- Sodium Absorption Ratio (SAR),

- Total Phosphorus,
- General Minerals: Alkalinity, Bicarbonate (HCO_3), Calcium, Carbonate (CO_3), Electrical Conductivity (EC), Copper, Hardness, Hydroxide (OH), Iron, Magnesium, Manganese, pH, Potassium, Silver, Sodium, Sulfate, Surfactants, TDS, Zinc,
- Additional Metals by EPA method 200.7: Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Molybdenum, Nickel, Selenium, Strontium, Tin, Thallium, and Vanadium,
- Total Coliform Organisms,
- Fecal Coliform,
- Fecal Streptococcus, and
- Escherichia Coliform.

Upon completion of field work and laboratory analysis for each quarter, BSK will prepare a quarterly groundwater monitoring report in accordance with the Regional Water Quality Control Boards Standard Provisions and Reporting Requirements for Waste Discharge Requirements. Each report will include a description of activities conducted during that quarter, the condition of the wells, depth to groundwater, groundwater gradient and flow direction, laboratory analytical result summary tables, graphical representations of the site and groundwater elevation contours, along with conclusions and recommendations. The fourth quarter report will recap the groundwater monitoring activities undertaken during 2009 and include an assessment of any trends observed through 2009 with regards to groundwater gradient and groundwater quality. The reports will be prepared under the direction of, and signed and stamped by, a Professional Geologist or Engineer licensed in California.

Task 2: Characterization of Background Groundwater Quality

BSK will characterize background quality of monitored constituents in general accordance with Title 27, section 20415(e)(10) of the California Code of Regulations. Monitoring well MW-5 is assumed to be representative of background conditions. The constituents to be evaluated will include:

- Chemical Oxygen Demand (COD),
- Total Organic Carbon (TOC),
- Ammonia (NH_3) and Ammonia Ion (NH_4),
- Nitrate as N,
- Total Kjeldahl Nitrogen (TKN),
- Chloride,
- Sodium Absorption Ratio (SAR),
- Total Phosphorus,
- General Minerals: Alkalinity, Bicarbonate (HCO_3), Calcium, Carbonate (CO_3), Electrical Conductivity (EC), Copper, Hardness, Hydroxide (OH), Iron, Magnesium, Manganese, pH, Potassium, Silver, Sodium, Sulfate, Surfactants, TDS, Zinc,

- Additional Metals by EPA method 200.7: Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Molybdenum, Nickel, Selenium, Strontium, Tin, Thallium, and Vanadium,
- Total Coliform Organisms,
- Fecal Coliform,
- Fecal Streptococcus, and
- Escherichia Coliform.

After representative background concentrations in monitoring well MW-5 have been established, concentrations in downgradient wells (MW-1, MW-2, MW-3, and MW-4) will be statistically compared to the background concentrations. Depending on concentration distributions, statistical analyses may include parametric or nonparametric analyses of variance (ANOVA), tolerance intervals, control charts, or other method that includes a procedure to verify that there is a "statistically significant" release from the ponds.

Upon completion of the background characterization study, BSK will prepare a technical report that summarizes our findings in accordance with the Regional Water Quality Control Boards Standard Provisions and Reporting Requirements for Waste Discharge Requirements. The report will be prepared under the direction of, and signed and stamped by, a Professional Geologist or Engineer licensed in California. Subsequent quarterly monitoring reports will provide ongoing evaluations of downgradient constituent concentrations relative to background concentrations in monitoring well MW-5.

PROJECT SCHEDULE

BSK will commence with our services upon written authorization to proceed. Analytical laboratory tests will be scheduled on a standard (two-week) turnaround basis. We anticipate that the field work will be completed during the second month of each quarter and the report will be provided to the client by the first day of the second month following each quarter.

FEEES

BSK will perform quarterly groundwater monitoring and reporting services, as detailed in Task 1, in accordance with the Estimate of Fees indicated on Page 5. The City will be invoiced when each quarterly report is submitted. BSK will perform the background groundwater quality evaluation, as detailed in Task 2, on a lump sum basis of \$5,220 in accordance with the Estimate of Fees. Any additional work items outside of the Scope of Services described in this proposal will be performed at additional cost in accordance with the attached Schedule of Charges. We will not exceed the estimated fee for additional services without prior client notification and approval.

LIMITATIONS

This proposal has been prepared using the information currently included in the current WDR. Any changes in the requirements stated in the WDR for groundwater monitoring will be communicated directly to the City of Auburn. If changes to the WDR (e.g., additional sampling locations or analysis) require additional services beyond those stated in this proposal, then an addendum to this contract will be prepared by BSK and submitted to the City for approval before any additional services are undertaken.

EXHIBIT B

APPROVED FEE SCHEDULE

ESTIMATE OF FEES

2009-2010 Quarterly Groundwater Monitoring and Reporting and Characterization of Background Water Quality City Of Auburn Wastewater Treatment Plant Auburn, California BSK Proposal ES09-2905

Task 1: Groundwater Monitoring and Reporting (per Quarter)

Senior Professional	1 hr. @ \$145/hr.....	145.
Project Professional	4 hrs. @ \$130/hr.....	520.
Staff Professional	10 hrs. @ \$100/hr.....	1,000.
Senior Technician	8 hrs. @ \$72/hr.....	576.
Clerical.....	2 hrs @ \$55/hr.....	110.
Equipment.....	1 day @ \$350/day.....	350.
Chemical Oxygen Demand (COD).....	5 samples @ \$35/sample.....	175.
Total and Fecal Coliform Organisms.....	5 samples @ \$45/sample.....	225.
Fecal Streptococcus	5 samples @ \$100/sample.....	500.
Escherichia Coliform	5 samples @ \$40/sample.....	200.
Total Organic Carbon (TOC).....	5 samples @ \$40/sample.....	200.
Ammonia (NH ₃) and Ammonia Ion (NH ₄).....	5 samples @ \$60/sample.....	300.
Nitrate as N	5 samples @ \$20/sample.....	100.
Total Kjeldahl Nitrogen (TKN)	5 samples @ \$34/sample.....	170.
Total Nitrogen.....	5 samples @ \$54/sample.....	270.
Sodium Absorption Ratio (SAR).....	5 samples @ \$60/sample.....	300.
Total Phosphorus	5 samples @ \$40/sample.....	200.
General Minerals.....	5 samples @ \$140/sample.....	700.
<small>(Alkalinity, Bicarbonate (HCO₃), Calcium, Carbonate (CO₃), Electrical Conductivity (EC), Copper, Hardness, Hydroxide (OH), Iron, Magnesium, Manganese, pH, Potassium, Silver, Sodium, Sulfate, Surfactants, TDS, Zinc).</small>		
Additional Metals (by EPA method 200.7) ...	5 samples @ \$210/sample.....	1,050.
<small>(Antimony, Arsenic, Barium, Beryllium, Cadmium, Chromium, Lead, Molybdenum, Nickel, Selenium, Strontium, Tin, Thallium, Vanadium)</small>		

Subtotal Task 1 (per Quarter): \$7,091.

Total Task 1 (8 Quarters): \$56,728.

Task 2: Characterization of Background Groundwater Quality

Senior Professional	4 hrs @ \$145/hr.....	580.
Project Professional	10 hrs. @ \$130/hr.....	1,300.
Staff Professional	30 hrs. @ \$100/hr.....	3,000.
Technical Illustrator	4 hrs. @ \$60/hr.....	240.
Clerical.....	2 hrs. @ \$50/hr.....	100.

Subtotal Task 2: \$5,220.

Total Project Estimate: \$61,948.

RESOLUTION NO. 09-

RESOLUTION AUTHORIZING THE CONSULTANT AGREEMENT WITH BSK
ASSOCIATES FOR GROUNDWATER MONITORING AT WASTEWATER
TREATMENT PLANT

THE CITY COUNCIL OF THE CITY OF AUBURN DOES HEREBY RESOLVE:

That the City Council of the City of Auburn does hereby authorize the
Director of Public Works to execute a consultant contract with BSK Associates
to perform groundwater monitoring at the Wastewater Treatment Plant.

A true and correct copy of said Consultant Agreement is attached hereto as
Exhibit "A."

DATED: April 13, 2009

J.M. Holmes, Mayor

ATTEST:

Joseph G. R. Labrie, City Clerk

I, Joseph G. R. Labrie, City Clerk of the City of Auburn, hereby certify
that the foregoing resolution was duly passed at a regular session meeting of
the City Council of the City of Auburn held on the 13th day of April 2009 by the
following vote on roll call:

Ayes:

Noes:

Absent:

Joseph G. R. Labrie, City Clerk

